

<b>SOLICITATION, OFFER AND AWARD</b>			<b>1. This Contract Is A Rated Order Under DPAS (15 CFR 700)</b>		<b>Rating</b> DOA6	<b>Page</b> 1 of 39
<b>2. Contract No.</b>		<b>3. Solicitation No.</b> DAAA09-03-R-0091		<b>4. Type of Solicitation</b> Negotiated (RFP)	<b>5. Date Issued</b> 2003MAR18	<b>6. Requisition/Purchase No.</b> SEE SCHEDULE
<b>7. Issued By</b> HQ JMC AMSJM-CCA-M ROCK ISLAND, IL 61299-6000  BLDG 350			<b>Code</b> W52P1J	<b>8. Address Offer To (If Other Than Item 7)</b>		

**SOLICITATION** NOTE: In sealed bid solicitations 'offer' and 'offeror' mean 'bid' and 'bidder'.

9. Sealed offers in original and 1 signed copies for furnishing the supplies or services in the Schedule will be received at the place specified in item 8, or if handcarried, in the depository located in \_\_\_\_\_ until 04:00pm (hour) local time 2003MAY02 (Date).

Caution - Late Submissions, Modifications, and Withdrawals: See Section L, Provision No. 52.214-7 or 52.215-1. All offers are subject to all terms and conditions contained in this solicitation.

<b>10. For Information Call:</b>	<b>Name</b> RITA COMBS <b>E-mail address:</b> COMBSR@OSC.ARMY.MIL	<b>Telephone No. (Include Area Code) (NO Collect Calls)</b> (309)782-3605
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11. Table Of Contents							
(X)	Section	Description	Page(s)	(X)	Section	Description	Page(s)
Part I - The Schedule				Part II - Contract Clauses			
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X	B	Supplies or Services and Prices/Costs	4	Part III - List Of Documents, Exhibits, And Other Attachments			
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OFFER (Must be fully completed by offeror)

NOTE: Item 12 does not apply if the solicitation includes the provisions at 52.214-16, Minimum Bid Acceptance Period.

12. In compliance with the above, the undersigned agrees, if this offer is accepted within \_\_\_\_\_ calendar days (60 calendar days unless a different period is inserted by the offeror) from the date for receipt of offers specified above, to furnish any or all items upon which prices are offered at the price set opposite each item, delivered at the designated point(s), within the time specified in the schedule.

13. Discount For Prompt Payment  
(See Section I, Clause No. 52.232-8)

14. Acknowledgment of Amendments (The offeror acknowledges receipt of amendments to the Solicitation for offerors and related documents numbered and dated:

Amendment Number	Date	Amendment Number	Date

<b>15A. Contractor/Offeror/Quoter</b>		<b>Code</b>	<b>Facility</b>	<b>16. Name and Title of Person Authorized to Sign Offer (Type or Print)</b>	
<b>15B. Telephone Number (Include Area Code)</b>		<b>15C. Check if Remittance Address is</b> <input type="checkbox"/> Different From Blk 15A- Furnish Such Address In Offer		<b>17. Signature</b>	
				<b>18. Offer Date</b>	

AWARD (To be completed by Government)

<b>19. Accepted As To Items Numbered</b>		<b>20. Amount</b>	<b>21. Accounting And Appropriation</b>	
<b>22. Authority For Using Other Than Full And Open Competition:</b> <input type="checkbox"/> 10 U.S.C. 2304(c)( ) <input type="checkbox"/> 41 U.S.C. 253(c)( )			<b>23. Submit Invoices To Address Shown In</b> (4 copies unless otherwise specified)	
<b>24. Administered By (If other than Item 7)</b>			<b>25. Payment Will Be Made By</b>	
SCD PAS ADP PT				
<b>26. Name of Contracting Officer (Type or Print)</b>			<b>27. United States Of America</b>  _____ (Signature of Contracting Officer)	
			<b>28. Award Date</b>	

IMPORTANT - Award will be made on this Form, or on Standard Form 26, or by other authorized official written notice.

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0091 <b>MOD/AMD</b>	<b>Page</b> 2 <b>of</b> 39
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**Name of Offeror or Contractor:**

SECTION A - SUPPLEMENTAL INFORMATION

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
A-1	52.215-4501 OSC	ARSENALS AS SUBCONTRACTORS	JUN/2000
A-2	AMC	AMC-LEVEL PROTEST PROGRAM	OCT/1996

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(End of clause)

(AM7010)

A-3	52.222-1100 OSC	10 U.S.C. 4543 PILOT PROGRAM	FEB/2003
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Congressional language in Section 141 of the 1998 Defense Authorization Act (10 U.S.C. 4543 Pilot Program) allows "not more than three Army industrial facilities" to sell manufactured articles and services in support of DoD weapon systems without regard to availability from domestic sources. The three Army industrial facilities in this program are McAlester Army Ammunition Plant, McAlester, OK, Rock Island Arsenal, Rock Island, IL, and Watervliet Arsenal, Watervliet, NY.

These facilities cannot submit offers as the prime contractor on this solicitation, but in accordance with the above-described pilot program can act as a subcontractor to potential prime contractors when the statutory requirements (10 U.S.C. 4543) are met.

If you are interested in obtaining information about their capabilities, please contact the following:

McAlester Army Ammunition Plant  
Mr. Paul McDaniel, Attn: JMC MC-MO  
McAlester, Oklahoma 74501-9002  
(918) 420-6452  
mcdanpd@mcalestr-emh3.army.mil

Rock Island Arsenal  
Mr. William Peiffer, Attn: SOSRI-AP  
Rock Island, Illinois 61299-5000  
(309) 782-5178/4479  
peifferw@ria.army.mil

Watervliet Arsenal  
Mr. Ed McCarthy, Attn: AMSTA-WV-ODP  
Waterlviet, New York 12189-4050  
(518) 266-5052  
emccarthy@wva.army.mil

(End of Clause)  
  
(AS7010)

A-4	52.246-4501 OSC	CONTRACTOR PERFORMANCE CERTIFICATION PROGRAM	APR/1997
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(End of clause)

(AS7000)

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Name of Offeror or Contractor:		

A-5                    52.252-4500                    FULL TEXT CLAUSES                    SEP/1997  
OSC

1. The entire body of full text regulatory and command unique clauses and provisions will no longer be included in solicitations or contracts. These clauses and provisions have the same force and effect as if the entire full text was included in the solicitation/contract. Where text has been removed three astericks are put in its place (\*\*\*).

2. You can view or obtain a copy of the clauses and provisions on the internet at: [www.osc.army.mil/ac/aaais/osc/clauses/index.htm](http://www.osc.army.mil/ac/aaais/osc/clauses/index.htm). Click on command unique first to locate the clause. If it is not located under command unique click on regulatory to find.

3. All full text clauses have a 6 or 7 as the third digit of the clause number (i.e. AS7000).

(End of clause)

(AS7001)

ITEM: PALLET, MK12-1  
NSN: 3990-00-566-2472

1. THIS REQUEST FOR PROPOSAL (RFP) IS SET ASIDE 100% FOR SMALL BUSINESS CONCERNS. THE SOLICITATION REQUIRES 828 EACH MK12-1 PALLETS, PART NUMBER 2645217F. OFFERS ARE SOLICITED WITH A FIRST ARTICLE TEST REQUIREMENT, ON A F.O.B. DESTINATION BASIS. THE SOLICITATION INCLUDES A 200% EVALUATED OPTION PER THE SECTION I CLAUSE. A FIRM FIXED PRICE CONTRACT IS ANTICIPATED AS A RESULT OF THIS SOLICITATION.

2. OFFERORS ARE ADVISED THAT A BEST VALUE APPROACH WILL BE UTILIZED TO EVALUATE PROPOSALS SUBMITTED IN RESPONSE TO THIS RFP. ALL OFFERORS ARE CAUTIONED TO PAY SPECIFIC ATTENTION TO SECTION L, "INSTRUCTIONS FOR PROPOSAL PREPARATION" AND SECTION M IN ITS ENTIRETY. AWARD WILL BE MADE BASED UPON THE FOLLOWING FACTORS/SUBFACTORS:

(A) PRICE; AND

(B) PAST PERFORMANCE

(1) ON-TIME DELIVERY

(2) QUALITY: QUALITY DEFICIENCY REPORTS (QDRS) AND/OR QUALITY PROGRAM PROBLEMS

PRICE IS SLIGHTTLY MORE IMPORTANT THAN RECENT, RELEVANT PAST PERFORMANCE; SUBFACTORS ON-TIME DELIVERY AND QUALITY ARE CONSIDERED EQUAL IN IMPORTANCE.

3. FOR THE PURPOSE OF THIS EVALUATION, EACH OFFEROR MUST INCLUDE THE INFORMATION SPECIFIED WITH THEIR OFFER. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT OR EXPERIENCE. PROVIDING CLEAR, ACCURATE INFORMATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR, HOWEVER, THE GOVERNMENT MAY UTILIZE INFORMATION OBTAINED FROM OTHER SOURCES IN ADDITION TO THE OFFEROR'S DATA. OFFERORS ARE CAUTIONED TO ENSURE THAT THEIR PROPOSAL IS COMPLETE, INCLUDING ALL FILL-INS AND BLANKS IN THE SOLICITATION.

4. OFFERORS SHOULD TAKE NOTE OF THE PROVISION AT FAR 52.215-1, "INSTRUCTIONS TO OFFERORS - COMPETITIVE ACQUISITION". THE GOVERNMENT INTENDS TO AWARD A CONTRACT FROM THIS SOLICITATION WITHOUT DISCUSSIONS WITH OFFERORS (EXCEPT CLARIFICATIONS AS DESCRIBED IN FAR 15.306(A), THEREFORE, INITIAL PROPOSALS SHOULD CONTAIN THE BEST TERMS FOR ALL FACTORS/SUBFACTORS. THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DETERMINED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

5. IN ACCORDANCE WITH DFARS 252.204-7004, "REQUIRED CENTRAL CONTRACTOR REGISTRATION", FAILURE TO REGISTER IN THE CENTRAL CONTRACTOR REGISTRATION DATABASE WILL MAKE AN OFFEROR INELIGIBLE FOR AWARD.

6. THIS SUMMARY IS PROVIDED FOR ADMINISTRATIVE ASSISTANCE ONLY AND IS NOT INTENDED TO ALTER THE TERMS AND CONDITIONS OF THE SOLICITATION PROVISIONS; PROVISIONS OF THE TDP AND SOLICITATION SHALL PREVAIL.

\*\*\* END OF NARRATIVE A 001 \*\*\*

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT																		
	SECTION B - SUPPLIES OR SERVICES AND PRICES/COSTS																						
0001	<p><u>PRODUCTION QUANTITY</u></p> <p>828</p> <p>EA</p> <p>\$ _____</p> <p>\$ _____</p> <p>SECURITY CLASS: Unclassified</p> <p><u>With First Article Approval</u></p> <p>Delivery Shall Be FOB Destination</p> <p>(End of narrative B001)</p>																						
0001AA	<p><u>FIRST ARTICLE TEST REPORT</u></p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <table><tr><td>DOC</td><td>SUPPL</td></tr><tr><td><u>REL CD</u></td><td><u>MILSTRIP</u></td></tr><tr><td><u>ADDR</u></td><td><u>SIG CD</u></td></tr><tr><td><u>MARK FOR</u></td><td><u>TP CD</u></td></tr><tr><td>001</td><td>3</td></tr><tr><td><u>DEL REL CD</u></td><td><u>QUANTITY</u></td></tr><tr><td>001</td><td>1</td></tr><tr><td></td><td><u>DAYS AFTER AWARD</u></td></tr><tr><td></td><td>0090</td></tr></table> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(Z55555)      SEE SECTION E</p>	DOC	SUPPL	<u>REL CD</u>	<u>MILSTRIP</u>	<u>ADDR</u>	<u>SIG CD</u>	<u>MARK FOR</u>	<u>TP CD</u>	001	3	<u>DEL REL CD</u>	<u>QUANTITY</u>	001	1		<u>DAYS AFTER AWARD</u>		0090				
DOC	SUPPL																						
<u>REL CD</u>	<u>MILSTRIP</u>																						
<u>ADDR</u>	<u>SIG CD</u>																						
<u>MARK FOR</u>	<u>TP CD</u>																						
001	3																						
<u>DEL REL CD</u>	<u>QUANTITY</u>																						
001	1																						
	<u>DAYS AFTER AWARD</u>																						
	0090																						
0001AB	<p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PALLET MK12-1</p> <p>PRON: R13J0R49M2      PRON AMD: 04</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin      ACCEPTANCE: Origin</p>																						

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Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AC	<p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52P1J21141630 W90Y61 M 3</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u></p> <p>001 820 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W90Y61) SR W390 MCALESTER ARMY AMMO PLANT</p> <p>ARMY PA FUNDED ACCT</p> <p>1 C TREE RD</p> <p>MCALESTER OK 74501-9002</p> <p><u>PRODUCTION QUANTITY</u></p> <p>NOUN: PALLET MK12-1</p> <p>PRON: R13DJR46M2 PRON AMD: 02</p> <p><u>Packaging and Marking</u></p> <p><u>Inspection and Acceptance</u></p> <p>INSPECTION: Origin ACCEPTANCE: Origin</p> <p><u>Deliveries or Performance</u></p> <p>DOC SUPPL</p> <p>REL CD MILSTRIP ADDR SIG CD MARK FOR TP CD</p> <p>001 W52P1J21091624 W90Y6U M 3</p> <p><u>DEL REL CD QUANTITY DAYS AFTER AWARD</u></p> <p>001 2 0210</p> <p>FOB POINT: Destination</p> <p>SHIP TO: <u>PARCEL POST ADDRESS</u></p> <p>(W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT</p> <p>ARMY PA FUNDED ACCT</p> <p>300 HWY 361</p> <p>CRANE IN 47522-5099</p> <p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u></p> <p>NOUN: PALLET MK12-1</p> <p>PRON: R13DJR55M2 PRON AMD: 01</p> <p>AMS CD: 41500684036</p> <p><u>Packaging and Marking</u></p>				
0001AD	<p><u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u></p> <p>NOUN: PALLET MK12-1</p> <p>PRON: R13DJR55M2 PRON AMD: 01</p> <p>AMS CD: 41500684036</p> <p><u>Packaging and Marking</u></p>				

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
0001AE	<u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J30741632 W90Y6U M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                         2                         0210  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
	<u>PRODUCTION QUANTITY WITHOUT FIRST ARTICLE/QV</u>  NOUN: PALLET, MK12-1 PRON: R13DJR54M2 PRON AMD: 01 AMS CD: 41500684036  <u>Packaging and Marking</u>  <u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin  <u>Deliveries or Performance</u> DOC                          SUPPL <u>REL CD</u> <u>MILSTRIP</u> <u>ADDR</u> <u>SIG CD</u> <u>MARK FOR</u> <u>TP CD</u> 001 W52P1J30741626 W90Y6U M 3 <u>DEL REL CD</u> <u>QUANTITY</u> <u>DAYS AFTER AWARD</u> 001                         4                         0210  FOB POINT: Destination  SHIP TO: <u>PARCEL POST ADDRESS</u> (W90Y6U) SR W39Z MAC CRANE ARMY AMMO ACT ARMY PA FUNDED ACCT 300 HWY 361 CRANE IN 47522-5099				
0002	<u>DATA ITEM</u>  SECURITY CLASS: Unclassified			\$ ** NSP **	\$ ** NSP **

Name of Offeror or Contractor:

ITEM NO	SUPPLIES/SERVICES	QUANTITY	UNIT	UNIT PRICE	AMOUNT
	<p>Contractor will prepare and deliver the technical data in accordance with the requirements, quantities and schedules set forth in the Contract Data Requirements Lists (DD Form 1423), Exhibit A.</p> <p>(End of narrative B001)</p> <p><u>Inspection and Acceptance</u> INSPECTION: Origin      ACCEPTANCE: Origin</p>				

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For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
B-1	252.225-7008 DFARS	SUPPLIES TO BE ACCORDED DUTY-FREE ENTRY	MAR/1998

In accordance with paragraph (b) of the Duty-Free Entry clause of this contract of this contract, in addition to dutyfree entry for all qualifying country supplies (end products and components) and all eligible end products subject to applicable trade agreements (if this contract contains the Buy American Act--Trade Agreements--Balance of Payments Program clause or the Buy American Act--North American Free Trade Agreement Implementation Act-Balance of Payments Program clause), the following foreign end products that are neither qualifying country end products nor eligible end products under a trade agreement, and the following nonqualifying country components, are accorded duty-free entry:

NONE

(BA6700)

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**Name of Offeror or Contractor:**

SECTION C - DESCRIPTION/SPECIFICATIONS/WORK STATEMENT

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
C-1	52.210-4501 OSC	DRAWINGS/SPECIFICATION	MAR/1988

In addition to the drawing(s) and/or specifications listed below, other documents which are part of this procurement and which apply to Preservation/Packaging/Packing and Inspection and Acceptance are contained elsewhere.

The following drawing(s) and specifications are applicable to this procurement.

Drawings and Specifications in accordance with enclosed Technical Data Package Listing - TDPL 2645217 with revisions in effect as of February 27, 2002 (except as follows):

THE FOLLOWING DRAWING, SPECIFICATIONS AND DOCUMENTS ARE APPLICABLE TO THIS PROCUREMENT: AUTOMATED DATA LIST 10001-2645217, REV F, DATED 27 FEB 02 AND REVISIONS OF DOCUMENTS THEREON. IN ADDITION, SUPPLEMENTAL QUALITY ASSURANCE PROVISIONS 402-003 APPLY.

TO THE BEST OF NAVSURFWARCENDIV CRANE TECHNICAL PERSONNEL'S KNOWLEDGE, THIS TECHNICAL DATA PACKAGE IS CERTIFIED TO BE FREE OF REQUIREMENTS TO USE CLASS I OZONE DEPLETING SUBSTANCES THROUGH DOCUMENTATION TIER LEVEL III. ADDITIONALLY, THIS TDP IS CERTIFIED TO MEET THE REQUIREMENTS OF NAVY IMPLEMENTATION OF DOD POLICY ON SPECIFICATION AND STANDSRDS REFORM.

(CS6100)

C-2	52.248-4502 OSC	CONFIGURATION MANAGEMENT DOCUMENTATION	MAY/2001
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(End of Clause)

(CS7600)

Name of Offeror or Contractor:

SECTION D - PACKAGING AND MARKING

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	Regulatory Cite	Title	Date
D-1	52.211-4508 OSC	PACKAGING REQUIREMENTS	JUL/1997

Packaging shall be in accordance with ASTM D 3951 revision 98, dated 10 NOV 98.

When lot numbering is required, no more than one lot shall be packaged in an outer shipping container.

Marking shall be in accordance with ASTM D 3951, REVISION 98, DATED 10 NOV 1998.

EXCEPTION: NONE

(End of clause)

(DS6303)

D-2	52.247-4521 OSC	UNITIZATION/PALLETIZATION	MAR/1988
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(End of clause)

(DS7203)

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**Name of Offeror or Contractor:**

SECTION E - INSPECTION AND ACCEPTANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402

(EA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
E-1	52.246-2	INSPECTION OF SUPPLIES - FIXED-PRICE	AUG/1996
E-2	52.246-16	RESPONSIBILITY FOR SUPPLIES	APR/1984
E-3	52.246-11	HIGHER-LEVEL CONTRACT QUALITY REQUIREMENT	JUL/2001

(a) Definition. "Contract date", as used in this clause, means the date set for bid opening; or if this is a negotiated contract or a modification, the effective date of this contract or modification.

(b) The Contractor shall comply with:

- (X) ISO 9002
- ( ) ISO 9001:2000; only design/development exclusions permitted
- ( ) ISO 9001:2000; no exclusions permitted

or an alterate program/system approved by Headquarters, Operations Support Command, in effect on the contract date and which is hereby incorporated into this contract.

(End of Clause)

(EF6001)

E-4	52.209-4511 OSC	FIRST ARTICLE TEST (GOVERNMENT TESTING)	MAY/1994
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a. The first article shall consist of: ONE (1) GALVANIZED PALLET, ONE (1) UNGALVANIZED PALLET, THREE (3) BUTT WELD SPECIMENS, THREE (3) CROSSWIRE WELD SPECIMENS CONSISTING OF TWO (2) .2625 DIAMETER WIRES, AND THREE (3) CROSSWIRE SPECIMENTS CONSIDTING OF TWO (2) .3065 DIAMETER WIRES. THESE UNITS WILL BE SUBJECTED TO THE TESTS DESCRIBED IN PARAGRAPH 4.5.1 OF MIL-P-23312C. PRIOR TO SHIPMENT TO EARLE, NJ, THE TWO PALLETS WILL BE INSPECTED BY THE CONTRACTOR FOR ALL DRAWING REQUIREMENTS AND PROVISIONALLY ACCEPTED BY THE GOVERNMENT QAR; which shall be examined and tested in accordance with contract requirements, the item specification (s), the Quality Assurance Provisions (QAPS) and drawings listed in the Technical Data Package.

b. The first article shall be delivered to: NAVAL WEAPONS STATION, EARLE, COLTS NECK, NJ 07722. The first article shall be delivered by the Contractor Free on Board (FOB) destination except when transportation protective service or transportation security is required by other provision of this contract. If such is the case, the first article shall be delivered FOB origin and shipped on Government Bill of Lading.

c. The first article shall be representative of items to be manufactured using the same processes and procedures as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0091      MOD/AMD</p>	<p style="text-align: center;"><b>Page 12 of 39</b></p>
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**Name of Offeror or Contractor:**

during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

d. Prior to delivery, each of the first article assemblies, subassemblies, and components shall be inspected by the Contractor for all contract, drawing, QAP and specification requirements except for any environmental or destructive tests indicated below: (NONE). The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the schedule date for final inspection of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article as selected. Results of contractor inspections (including supplier's and Vendor's inspection records when applicable) shall be verified by the Government Quality Assurance Representative (QAR). The QAR shall attach to the contractor's inspection report a completed DD Form 1222. One copy of the contractor's inspection report with the DD Form 1222 shall be forwarded with the first article; two copies shall be provided to the Contracting Officer. Upon delivery to the Government, the first article may be subjected to inspection for all contract, drawing, specification, and QAP requirements.

e. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) whenever a change occurs in the place of performance, manufacturing process, material used, drawing, specification or source supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for an additional first article sample or portion thereof, and instructions provided concerning the submission, inspection and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

f. Rejected first articles or portions thereof not destroyed during inspection and testing will be held at the government first article test site for a period of 30 days following the date of notification of rejection, pending receipt of instructions from the Contractor for the disposition of the rejected material. The Contractor agrees that failure to furnish such instructions within said 30 day period shall constitute abandonment of said material by the Contractor and shall confer upon the Government the right to destroy or otherwise dispose of the rejected items at the discretion of the Government without liability to the Contractor by reason of such destruction or disposition.

(End of Clause)

(ES6033)

E-5	52.209-4512	FIRST ARTICLE TEST (CONTRACTOR TESTING)	MAY/1994
	OSC		
FIRST ARTICLE TEST (CONTRACTOR TESTING)			
52.209-4512 OSC		(MAY 1994)	

a. The first article shall consist of:

ONE (1) GALVANIZED AND ONE (1) UNGALVANIZED PALLET

which shall be examined and tested BY THE CONTRACTOR in accordance it contract requirements, the item specifications), Quality Assurance Provisions (QAPS) and all drawings listed in the Technical Data Package PRIOR TO SHIPMENT TO NWS EARLE.

b. The first article shall be representative of items to be manufactured using the same processes and procedures and at the same facility as contract production. All parts and materials, including packaging and packing, shall be obtained from the same source of supply as will be used during regular production. All components, subassemblies, and assemblies in the first article sample shall have been produced by the Contractor (including subcontractors) using the technical data package provided by the Government.

c. The first article shall be inspected and tested by the contractor for all requirements of the drawing(s), the QAPs, and specifications) referenced thereon, except for:

(1) Inspections and tests contained in material specifications provided that the required inspection and tests have been performed previously and certificates of conformance are submitted with the First Article Test Report.

(2) Inspections and tests for Military Standard (MS) components and parts provided that inspection and tests have been performed previously and certifications for the components and parts are submitted with the First Article Test Report.

(3) Corrosion resistance tests over 10 days in length provided that a test specimen or sample representing the same process has successfully passed the same test within 30 days prior to processing the first article, and results of the tests are submitted with the First Article Test Report.

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(4) Life cycle tests over 10 days in length provided that the same or similar items manufactured using the same processes have successfully passed the same test within 1 year prior to processing the first article and results of the tests are submitted with the First Article Test Report.

(5) Onetime qualification tests, which are defined as a onetime on the drawing(s), provided that the same or similar item manufactured using the same processes has successfully passed the tests, and results of the test are on file at the contractor's facility and certifications are submitted with the First Article Test Report.

d. The Contractor shall provide to the Contracting Officer at least 15 calendar days advance notice of the scheduled date for final inspection and test of the first article. Those inspections which are of a destructive nature shall be performed upon additional sample parts selected from the same lot(s) or batch(es) from which the first article was selected.

e. A First Article Test Report shall be compiled by the contractor documenting the results of all inspections and tests (including supplier's and Vendor's inspection records and certifications, when applicable). The First Article Test Report shall include actual inspection and test results to include all measurements, recorded test data, and certifications (if applicable) keyed to each drawing, specification and QAP requirement and identified by each individual QAP characteristic, drawing/specification characteristic and unlisted characteristic. The Government Quality Assurance Representative's (QAR) findings shall be documented on DD Form 1222, Request for and Results of Tests, and attached to the contractor's test report. Two copies of the First Article Test Report and the DD Form 1222 will be submitted through the Administrative Contracting Officer to the Contracting Officer with an additional information copy furnished to HQ, AMSJM-QAP.

f. Notwithstanding the provisions for waiver of first article, an additional first article sample or portion thereof, may be ordered by the Contracting Officer in writing when (i) a major change is made to the technical data, (ii) whenever there is a lapse in production for a period in excess of 90 days, or (iii) Whenever a change occurs in place of performance, manufacturing process, material used, drawing, specification or source of supply. When conditions (i), (ii), or (iii) above occurs, the Contractor shall notify the Contracting Officer so that a determination can be made concerning the need for the additional first article sample or portion thereof, and instructions provided concerning the submission, inspection, and notification of results. Costs of the first article testing resulting from production process change, change in the place of performance, or material substitution shall be borne by the Contractor.

(End of Clause)

(ES6031)

E-6	52.245-4537	ACCEPTANCE INSPECTION EQUIPMENT (AIE)	FEB/2002
	OSC		
ACCEPTANCE INSPECTION EQUIPMENT (NAVY/AIR FORCE)			
52.245-4537 OSC		(FEBRUARY 2002)	

a. Acquisition, maintenance, and disposition of Acceptance Inspection Equipment (AIE) shall be in accordance with ANSI/NCSL Z540-1 or ISO 10012-1. AIE shall be used to assure conformance of components and end items to contract requirements. AIE shall include all types of inspection, measuring, and test equipment whether Government furnished, contractor designed, or commercially acquired, along with the necessary specifications, and the procedures for their use.

b. The Contractor shall provide all Acceptance Inspection Equipment (AIE) necessary, except for the Government Furnished Equipment (GFE) listed in paragraph (g.8). The GFE shall be provided in accordance with the Government Property clause of this contract. The Contractor is responsible for contacting NSWC Corona at least 45 days in advance of the date the GFE is required to schedule delivery. Government furnished AIE shall not be used by the contractor or his subcontractor in lieu of in-process or work gages.

c. Contractor AIE designs, specifications, and procedures for Critical, Major, Special, and Minor characteristics shall be submitted to the Government for review and approval in accordance with the Contract Data Requirements List, DD Form 1423. All Contractor AIE documentation requiring Government approval shall contain sufficient information to permit evaluation of the AIE's ability to test, verify or measure the characteristic or parameter with the required accuracy and precision. Contractor designed AIE requiring Government approval shall be made either in accordance with the equipment drawings specified in section C of contract (Description/Specification Section), or in accordance with any other design documentation provided that it is approved by the Government. The Government will approve the AIE documentation or provide requirements for approval within 45 days of receipt. The Contractor shall be responsible for any delays resulting from late submission of AIE documentation to the Government for approval, and any delays resulting from the submission of inadequate or incomplete AIE documentation.

d. The contractor must ensure that all AIE is approved and available for use prior to First Article Submission, if First Article is required, or prior to initiation of production under this contract.

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e. Resubmission of AIE design, specification, and procedure documentation for approval on a follow-on contract is not required provided inspection characteristic parameters specified in the current technical data package and the previously approved AIE documentation remain unchanged. The contractor shall provide the contract number and identify previously approved AIE documentation that meets the above prerequisites.

f. The Government reserves the right to disapprove at any time during the performance of this contract, use of any AIE not meeting the requirements of the approved design, specification, or procedure documentation.

g. Navy Special Interface Gage Requirements (NSIG)

1. The Navy Special Interface Gages listed under this clause will be forwarded to the Contractor for joint use by the Contract Administration Office (CAO) and the Contractor.

2. The Contractor may substitute contractor designed and built AIE for the NSIG noted as applicable in paragraph g.8. However, the designs require Government approval and the contractor AIE hardware requires Government certification. AIE designs shall be submitted in accordance with paragraph c. The contractor shall notify NSWC Corona prior to submission of AIE for certification. Two copies of each Government approved contractor AIE drawing shall accompany the contractor AIE hardware sent to the Government for certification. The Government shall perform the contractor AIE certification, return the hardware and provide notification of acceptance or rejection to the Contractor within 45 days of receipt of the contractor AIE. The contractor shall be responsible for any delays resulting from late submission of documentation or hardware. The Contractor shall also submit the calibration periods for each contractor AIE for approval. The Government shall affix Calibration stickers to the contractor AIE for Quality Assurance Representative (QAR) identification.

3. The NSIGs are provided for verification of selected interface dimensions and do not constitute sole acceptance criteria of production items or relieve the Contractor of meeting all drawing/specification requirements under the contract.

4. Items that fail to be accepted by the applicable NSIGS may be inspected by another means to determine acceptance or rejection, provided the alternate inspection method is acceptable to the government approval authority.

5. The Government shall not be responsible for discrepancies or delays in production items resulting through misuse, damage or excessive wear to the NSIGs.

6. Calibration and repair of the NSIGs shall only be performed as authorized by the Naval Surface Warfare Center (NSWC), Corona Division. Repair is at no cost to the Contractor unless repair is required due to damage to the gages resulting from Contractor fault or negligence. Damaged, worn, or otherwise unserviceable NSIGs shall be brought to the immediate attention of the CAO and NSWC Corona. The Contractor shall not make any adjustments, alterations or add permanent markings to NSIG hardware unless specified by the NSIG operating instructions or authorized by the Designated Technical Activity.

7. Within 45 days after final acceptance of all production items, the NSIGs shall be shipped to Receiving Officer, Attention: Gage Laboratory, NSWC, 1861 W. Mission Blvd., Bldg. 27, Pomona, CA 91766-1022. The following specifications are applicable:

- (i) Shipping, MIL-STD-2073, "DOD Standard Practice for Military Packaging"
- (ii) Marking, MIL-STD-129, "Marking for Shipment and Storage".

8. The following NSIGs shall be provided and are mandatory for use except as noted by an (x) for paragraph (g.2) applicability.

Para.									
g.2									
applies	Drawing	Rev	Char	NSIG	Qty	Dimensions	Weight	Value	

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E-7                      52.246-4530                      SUBMISSION OF PRODUCTION LOT SAMPLES    (GOVERNMENT TESTING)                      MAY/1994  
OSC

a. A lot acceptance test sample is required to be submitted by the Contractor from each production lot tendered to the Government for acceptance. This sample shall consist of: ONE (1) UNCOATED, COMPLETED PALLET OUT OF EVERY 1500 UNITS (MAX) . The sample units shall be delivered by the Contractor Free on Board (FOB) destination, except when transportation protective service of transportation security is required by other provision of this contract. When such is the case, the sample units shall be delivered FOB origin and shipped to the test facility identified below on a Government Bill of Lading for the following tests:

TEST: PREPARED IN ACCORDANCE WITH PARAGRAPH 4.5.1 AND TESTED IN ACCORDANCE WITH PARAGRAPH 4.5.1.3 AND 4.5.1.6 OF MIL-P-23312c WITH NOTICE 1 DATED 18 MARCH AND EXCEPTIONS DATED 2/27/02, ADL 10001-2645217F.

REQUIREMENTS: SEE PARAGRAPH 4.5.2.3 OF MIL-P-22312C

SAMPLE: SEE PARAGRAPH A, ABOVE

TEST FACILITY: NAVAL WEAPONS STATION, EARLE, COLTS NECK, NJ 07722

b. When the production lot sample consists of components parts which require uploading at a Government Load, Assemble, and Pack (LAP) facility, and a shipping address is provided below, the contractor shall ship the sample units as specified above directly to the LAP facility. The LAP facility, upon completion of the uploading, will be responsible for shipping the samples to the tests facility indicated above in paragraph a.

LAP FACILITY: N/A

c. The sample units shall be randomly selected from the entire lot by or in the presence of the Government Quality Assurance Representative. Unless otherwise specified, the sample units are considered to be destructively tested and are in addition to the units deliverable under the contract.

d. Prior to selection of the sample units, the lot shall have been inspected to and meet all other requirements of the contract. A sample shall not be submitted from a lot rejected for nonconformance to the detailed requirements of the specifications) and drawing(s) unless authorized by the Contracting Officer.

e. Unless authorized by the Contracting Officer, the lot from which the samples are drawn shall not be shipped until official notification has been provided by the Contracting Officer that the tested units have satisfactorily met the established requirements. Final acceptance of the lot shall not proceed until such notification has been provided.

f. If the production lot sample contains samples for ballistic testing, the test samples shall be identified as such on the outer packs and the applicable Ballistic Test Request (BTR) number shall be stenciled on all outer packs and included on all shipping documents.

g. The Contracting Officer shall by written notice to the Contractor within 60 days after receipt of the sample units by the government, approve, disapprove, or conditionally approve the lot acceptance sample.

h. If the production lot sample fails to meet applicable requirements, the Contractor may be required at the option of the Government, to submit an additional production lot test sample for test. When notified by the Government to submit an additional production lot test sample, the Contractor shall at no additional cost to the Government make any necessary changes, modifications, or repairs and select another sample for testing. The additional test sample shall be furnished to the Government under the terms and conditions and within the time specified in the notification. The Government shall take action on this test sample within the time limit specified in paragraph g above. All costs associated with the additional testing shall be borne by the Contractor.

i. If a ballistic test sample fails to meet contractual performance or functional requirements, the Contractor shall reimburse the Government for transportation costs associated with the failing sample, including the cost of transportation protective service and transportation security requirements when such security is required by other provision of this contract. An exception to this requirement for reimbursement of Government transportation costs will occur if the Government determines that the functional test samples failed to meet contractual performance requirements through no fault of the contractor.

j. If the Contractor fails to deliver any production lot test sample(s) for test within the time or times specified, or if the Contracting Officer disapproves any production lot test sample(s), the Contractor shall be deemed to have failed to make delivery within the meaning of the Default clause of this contract. Therefore, this contract may be subject to termination for default. Failure of the Government in such an event to terminate this contract for default shall not relieve the contractor of the responsibility to meet the delivery schedule for production quantities.

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0091      MOD/AMD</p>	<p style="text-align: center;"><b>Page 16 of 39</b></p>
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k. In the event the Contracting Officer does not approve, conditionally approve, or disapprove the production lot test sample(s) within the time specified in paragraph g above, the Contracting Officer shall equitably adjust the delivery or performance dates, or the contract price, or both, and any other contractual provision affected by such delay in accordance with the procedures provided in the Changes clause. Failure to agree to any adjustment shall be a dispute concerning a question of the fact within the meaning of the clause of this contract entitled Disputes.

(End of Clause)

(ES6035)

E-8	52.246-4528	REWORK AND REPAIR OF NONCONFORMING MATERIAL OSC	MAY/1994
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a. Rework and Repair are defined as follows:

(1) Rework - The reprocessing of nonconforming material to make it conform completely to the drawings, specifications or contract requirements.

(2) Repair - The reprocessing of nonconforming material in accordance with approved written procedures and operations to reduce, but not completely eliminate, the nonconformance. The purpose of repair is to bring nonconforming material into a usable condition. Repair is distinguished from rework in that the item after repair still does not completely conform to all of the applicable drawings, specifications or contract requirements.

b. Rework procedures along with the associated inspection procedures shall be documented by the Contractor and submitted to the Government Quality Assurance Representative (QAR) for review prior to implementation. Rework procedures are subject to the QAR's disapproval.

c. Repair procedures shall be documented by the Contractor and submitted on a Request for Deviation/Waiver, DD Form 1694, to the Contracting Officer for review and written approval prior to implementation.

d. Whenever the Contractor submits a repair or rework procedure for Government review, the submission shall also include a description of the cause for the nonconformances and a description of the action taken or to be taken to prevent recurrence.

e. The rework or repair procedure shall also contain a provision for reinspection which will take precedence over the Technical Data Package requirements and shall, in addition, provide the Government assurance that the reworked or repaired items have met reprocessing requirements.

(End of Clause)

(ES7012)

E-9	52.246-4532	DESTRUCTIVE TESTING OSC	MAY/1994
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a. All costs for destructive testing by the Contractor and items destroyed by the Government are considered as being included in the contract unit price.

b. Where destructive testing of items or components thereof is required by contract or specification, the number of items or components required to be destructively tested, whether destructively tested or not, shall be in addition to the quantity to the delivered to the Government as set forth in the Contract Schedule.

c. All pieces of the complete First Article shall be considered as destructively tested items unless specifically exempted by other provisions of this contract.

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d. The Contractor shall not reuse any components from items used in a destructive test during First Article, lot acceptance or inprocess testing, unless specifically authorized by the Contracting Officer.

e. The Government reserves the right to take title to all or any items or components described above. The Government may take title to all or any items or components upon notice to the Contractor. The items or components of items to which the Government takes title shall be shipped in accordance with the Contracting Officer's instructions. Those items and components to which the Government does not obtain title shall be rendered inoperable and disposed of as scrap by the Contractor.

(End of Clause)

(ES7011)

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**Name of Offeror or Contractor:**

SECTION F - DELIVERIES OR PERFORMANCE

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(FA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
F-1	52.242-17	GOVERNMENT DELAY OF WORK	APR/1984
F-2	52.247-34	F.O.B. DESTINATION	NOV/1991
F-3	52.247-48	F.O.B. DESTINATION - EVIDENCE OF SHIPMENT	FEB/1999
F-4	52.247-4531 OSC	COGNIZANT TRANSPORTATION OFFICER	MAY/1993

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(End of Clause)

(FS7240)

F-5	52.247-4533 OSC	ACCELERATED DELIVERIES, CONTRACTOR INITIATED	MAR/1988
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(End of Clause)

(FS7405)

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**Name of Offeror or Contractor:**

SECTION H - SPECIAL CONTRACT REQUIREMENTS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(HA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
H-1	246.671 DFARS	MATERIAL INSPECTION AND RECEIVING REPORTS (DD FORM 250)	JAN/1995

Material Inspection and Receiving Report (DD Form 250), required to be prepared and furnished to the Government under the clause of this contract entitled 'Material Inspection and Receiving Report', will be distributed by the Contractor in accordance with DOD FAR Supplement Appendix F, Part 4.

Send copies to:

1. Purchasing Office

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-M (Rita Combs)  
Rock Island, IL 61299-6000

2. Production Management

Commander  
U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDB (George Teague)  
Rock Island, IL 61299-6000

3. Send additional copies to in accordance with Table 1 and Table 2.

(End of clause)

(HA6025)

H-2	242-1107(B) DFARS	INSTRUCTIONS FOR PREPARATION AND SUBMISSION OF PRODUCTION PROGRESS REPORTS - AMMO (NAVY SPECIAL)	JUN/1996
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b. The form(s) shall be submitted on a monthly basis within two workdays after each reporting period, beginning with the end of the first full month following contract date. In addition, the contractor shall promptly submit a DD Form 375 reporting any delay in the scheduled delivery or completion as soon as known or anticipated. The forms shall be distributed as follows:

1. Purchasing Office:

U.S. Army Joint Munitions Command  
ATTN: AMSJM-CCA-M (R. Combs)  
Rock Island, IL 61299-6000

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2. Administration Office:

See Award Document

3. Production Manager:

U.S. Army Joint Munitions Command  
ATTN: AMSJM-CDB  
Rock Island, IL 61299-6000

4. Additional Distribution (As Indicated):

( ) a. Navy Ships Parts Control Center  
ATTN: Code 852  
P.O. Box 2020  
Mechanicsburg, PA 17055-0788

(X) b. Commanding Officer  
Naval Surface Warfare Center  
ATTN: Code 4025  
Crane, IN 47500-5000

( ) c. Commanding Officer  
Naval Air Systems Command  
ATTN: AIR-11411  
Washington, DC 20361-1140

( ) d. Commander  
Naval Special Warfare Command  
ATTN: N9, NAB Coronado  
San Diego, CA 92155-5037

( ) e. Commander  
Naval Air Warfare Center Weapons Division  
571 I Avenue, Suite 1  
ATTN: Code 332200E  
Point Mugu, CA 93042-5049

(End of Clause)

(HA6027)

H-3            52.242-4506            PROGRESS PAYMENT LIMITATION            MAR/1988  
OSC

Prior to first article approval, only costs incurred for the first article are allowable for progress payments; however, such payments shall not exceed ten percent (10%) of the initial award value of the contract.

(End of Clause)

(HS6002)

H-4            252.247-7023            TRANSPORTATION OF SUPPLIES BY SEA            MAY/2002  
DFARS

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(f)(4) Ocean transportation was used and some or all of the shipments were made on non-U.S.-flag vessels without the written consent of the Contracting Officer. The Contractor shall describe these shipments in the following format:

ITEM DESCRIPTION	CONTRACT LINE ITEMS	QUANTITY
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TOTAL

(End of Clause)

(HA7502)

H-5

252.247-7024

NOTIFICATION OF TRANSPORTATION OF SUPPLIES BY SEA

NOV/1995

DFARS

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(End of clause)

(HA7503)

H-6

52.247-4545

PLACE OF CONTRACT SHIPPING POINT, RAIL INFORMATION

MAY/1993

OSC

The bidder/offeror is to fill in the 'Shipped From' address, if different from 'Place of Performance' indicated elsewhere in this section.

Shipped From:

For contracts involving F.O.B. Origin shipments furnish the following rail information:

Does Shipping Point have a private railroad siding///// ☐ YES ☐ NO

If YES, give name of rail carrier serving it: \_\_\_\_\_

If NO, give name and address of nearest rail freight station and carrier serving it:

Rail Freight Station Name and Address: \_\_\_\_\_

Serving Carrier: \_\_\_\_\_

(End of Clause)

(HS7600)

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SECTION I - CONTRACT CLAUSES

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
I-1	52.202-1	DEFINITIONS	DEC/2001
I-2	52.203-3	GRATUITIES	APR/1984
I-3	52.203-5	COVENANT AGAINST CONTINGENT FEES	APR/1984
I-4	52.203-6	RESTRICTIONS ON SUBCONTRACTOR SALES TO THE GOVERNMENT	JUL/1995
I-5	52.203-7	ANTI-KICKBACK PROCEDURES	JUL/1995
I-6	52.203-8	CANCELLATION, RESCISSION, AND RECOVERY OF FUNDS FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-7	52.203-10	PRICE OR FEE ADJUSTMENT FOR ILLEGAL OR IMPROPER ACTIVITY	JAN/1997
I-8	52.203-12	LIMITATION ON PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	JUN/1997
I-9	52.204-4	PRINTING OR COPYIED DOUBLE-SIDED ON RECYCLED PAPER	AUG/2000
I-10	52.209-6	PROTECTING THE GOVERNMENT'S INTEREST WHEN SUBCONTRACTING WITH CONTRACTORS DEBARRED, SUSPENDED, OR PROPOSED FOR DEBARMENT	JUL/1995
I-11	52.211-5	MATERIAL REQUIREMENTS	AUG/2000
I-12	52.211-15	DEFENSE PRIORITY AND ALLOCATION REQUIREMENTS	SEP/1990
I-13	52.215-2	AUDIT AND RECORDS - NEGOTIATION	JUN/1999
I-14	52.215-8	ORDER OF PRECEDENCE-UNIFORM CONTRACT FORMAT	OCT/1997
I-15	52.219-6	NOTICE OF TOTAL SMALL BUSINESS SET-ASIDE	JUL/1996
I-16	52.219-8	UTILIZATION OF SMALL BUSINESS CONCERNS	OCT/2000
I-17	52.219-14	LIMITATIONS ON SUBCONTRACTING	DEC/1996
I-18	52.222-19	CHILD LABOR-COOPERATION WITH AUTHORITIES AND REMEDIES	SEP/2002
I-19	52.222-20	WALSH-HEALEY PUBLIC CONTRACTS ACT	DEC/1996
I-20	52.222-26	EQUAL OPPORTUNITY	APR/2002
I-21	52.222-35	EQUAL OPPORTUNITY FOR SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-22	52.222-36	AFFIRMATIVE ACTION FOR WORKERS WITH DISABILITIES	JUN/1998
I-23	52.222-37	EMPLOYMENT REPORTS ON SPECIAL DISABLED VETERANS, VETERANS OF THE VIETNAM ERA, AND OTHER ELIGIBLE VETERANS	DEC/2001
I-24	52.222-38	COMPLIANE WITH VETERANS' EMPLOYMENT REPORTING REQUIREMENTS	DEC/2001
I-25	52.227-1	AUTHORIZATION AND CONSENT	JUL/1995
I-26	52.227-2	NOTICE AND ASSISTANCE REGARDING PATENT AND COPYRIGHT INFRINGEMENT	AUG/1996
I-27	52.229-3	FEDERAL, STATE, AND LOCAL TAXES	JAN/1991
I-28	52.229-5	TAXES - CONTRACTS PERFORMED IN U.S. POSSESSIONS OR PUERTO RICO	APR/1984
I-29	52.232-1	PAYMENTS	APR/1984
I-30	52.232-8	DISCOUNTS FOR PROMPT PAYMENT	MAY/1997
I-31	52.232-11	EXTRAS	APR/1984
I-32	52.232-16	PROGRESS PAYMENTS (MAR 2000) - ALTERNATE I (MAR 2000)	MAR/2000
I-33	52.232-17	INTEREST	JUN/1996
I-34	52.232-23	ASSIGNMENT OF CLAIMS	JAN/1986
I-35	52.232-25	PROMPT PAYMENT	MAY/2001
I-36	52.232-33	PAYMENT BY ELECTRONIC FUNDS TRANSFER PAYMENT--CENTRAL CONTRACTOR REGISTRATION	MAY/1999
I-37	52.232-38	SUBMISSION OF ELECTRONIC FUNDS TRANSFER INFORMATION WITH OFFER	MAY/1999
I-38	52.233-1	DISPUTES	JUL/2002
I-39	52.233-3	PROTEST AFTER AWARD	AUG/1996
I-40	52.242-2	PRODUCTION PROGRESS REPORTS	APR/1991
I-41	52.242-12	REPORT OF SHIPMENT (REPSHIP)	JUL/1995
I-42	52.242-13	BANKRUPTCY	JUL/1995
I-43	52.243-1	CHANGES - FIXED PRICE	AUG/1987
I-44	52.243-7	NOTIFICATION OF CHANGES	APR/1984
I-45	52.247-63	PREFERENCE FOR U.S. - FLAG AIR CARRIERS	JAN/1997
I-46	52.248-1	VALUE ENGINEERING	FEB/2000
I-47	52.249-2	TERMINATION FOR CONVENIENCE OF THE GOVERNMENT (FIXED-PRICE)	SEP/1996
I-48	52.249-8	DEFAULT (FIXED-PRICE SUPPLY AND SERVICE)	APR/1984
I-49	52.253-1	COMPUTER GENERATED FORMS	JAN/1991
I-50	252.203-7001	PROHIBITION ON PERSONS CONVICTED OF FRAUD OR OTHER DEFENSE-CONTRACT-RELATED FELONIES	MAR/1999
I-51	252.204-7000	DISCLOSURE OF INFORMATION	DEC/1991
	DFARS		
I-52	252.204-7003	CONTROL OF GOVERNMENT PERSONNEL WORK PRODUCT	APR/1992

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	Regulatory Cite	Title	Date
I-53	DFARS 252.204-7004	REQUIRED CENTRAL CONTRACTOR REGISTRATION	MAR/2000
I-54	DFARS 252.209-7000	ACQUISITION FROM SUBCONTRACTORS SUBJECT TO ON-SITE INSPECTION UNDER THE INTERMEDIATE-RANGE NUCLEAR FORCES (INF) TREATY	NOV/1995
I-55	DFARS 252.209-7004	SUBCONTRACTING WITH FIRMS THAT ARE OWNED OR CONTROLLED BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
I-56	DFARS 252.225-7001	BUY AMERICAN ACT AND BALANCE OF PAYMENTS PROGRAM	MAR/1998
I-57	DFARS 252.225-7002	QUALIFYING COUNTRY SOURCES AS SUBCONTRACTORS	DEC/1991
I-58	DFARS 252.225-7009	DUTY-FREE ENTRY--QUALIFYING COUNTRY SUPPLIES (END PRODUCTS AND COMPONENTS)	AUG/2000
I-59	DFARS 252.225-7012	PREFERENCE FOR CERTAIN DOMESTIC COMMODITIES	APR/2002
I-60	DFARS 252.225-7031	SECONDARY ARAB BOYCOTT OF ISRAEL	JUN/1992
I-61	DFARS 252.226-7001	UTILIZATION OF INDIAN ORGANIZATIONS AND INDIAN-OWNED ECONOMIC ENTERPRISES-DOD CONTRACTS	SEP/2001
I-62	DFARS 252.227-7013	RIGHTS IN TECHNICAL DATA--NONCOMMERCIAL ITEMS	NOV/1995
I-63	DFARS 252.227-7020	RIGHTS IN SPECIAL WORKS	JUN/1995
I-64	DFARS 252.227-7036	DECLARATION OF TECHNICAL DATA CONFORMITY	JAN/1997
I-65	DFARS 252.231-7000	SUPPLEMENTAL COST PRINCIPLES	DEC/1991
I-66	DFARS 252.232-7004	DOD PROGRESS PAYMENT RATES	OCT/2001
I-67	DFARS 252.242-7000	POSTAWARD CONFERENCE	DEC/1991
I-68	DFARS 252.243-7001	PRICING OF CONTRACT MODIFICATIONS	DEC/1991
I-69	DFARS 252.246-7000	MATERIAL INSPECTION AND RECEIVING REPORT	DEC/1991

I-70 52.209-4 FIRST ARTICLE APPROVAL - GOVERNMENT TESTING SEP/1989  
(a) The Contractor shall deliver \* unit(s) of Lot/Item \* within \*\* calendar days from the date of this contract to the Government at \* for first article tests. The shipping documentation shall contain this contract number and the Lot/Item identification. The characteristics that the first article must meet and the testing requirements are specified elsewhere in this contract.

(b) Within 60 calendar days after the Government receives the first article, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of clause)

(IF6003)

I-71	52.217-6	EVALUATED OPTION FOR INCREASED QUANTITY	MAR/1989
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- a. This solicitation includes an evaluated option (See Section M).
- b. The Government reserves the right to increase the quantity of item(s) 0001 by a quantity of up to and including but not exceeding 200 percent as an evaluated option at the price(s) quoted below.

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c. If the Contractor does not quote a price hereunder, the lowest price offered/bid in the Schedule for item(s) 0001 shall be the price used for evaluation/award of any option quantities. All evaluation factors identified in the solicitation, including transportation costs, will be applied to the option quantity for evaluation purposes.

d. The Contracting Officer may exercise the evaluated option at any time preceding 120 DAYS AFTER DATE OF AWARD by giving written notice to the Contractor.

e. Delivery of the items added by exercise of this option shall continue immediately after, and at the same rate as delivery of like items called for under the contract, unless the parties agree otherwise.

f. Subject to the limitations contained in this clause, the Government may exercise this option on one or more occasions.

g. Offered Unit Prices for the Option Quantities are:

	<u>Unit Price</u>
Evaluated Option (F.O.B. DESTINATION TO MCALESTER, OK)	\$_____ CLIN 0001

Varying prices may be offered for the option quantities actually ordered and the dates when ordered. In as much as the unit price for the basic quantity may contain starting, load, testing, tooling, transportation or other costs not applicable to option quantities, offerors are requested to take these factors into consideration while setting forth the unit price(s) for the option quantities. The option price is expected (but not required) to be lower than the unit price for the initial quantity.

(End of Clause)

(IF6080)

I-72 ***	52.243-7	NOTIFICATION OF CHANGES	JAN/2001
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(b) The primary purpose of this clause is to obtain prompt reporting of Government conduct that the Contractor considers to constitute a change to this contract. Except for changes identified as such in writing and signed by the Contracting Officer, the Contractor shall notify the Contracting Officer in writing promptly, with \_\_\_\_ (to be negotiated) calendar days from the date that the Contractor identifies any Government conduct (including actions, inactions, and written or oral communications) that the Contractor regards as a change to the contract terms and conditions. On the basis of the most accurate information available to the Contractor, the notice shall state--

\*\*\*

(d) Government response. The Contracting Officer shall promptly, within \_\_\_\_ (to be negotiated) calendar days after receipt of notice, respond to the notice in writing. In responding, the Contracting Officer shall either--\*\*\*

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(End of clause)

(IF6250)

I-73 ***	52.246-17	WARRANTY OF SUPPLIES OF A NONCOMPLEX NATURE	MAY/2001
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(b) Contractor's obligations. (1) Notwithstanding inspection and acceptance by the Government of supplies furnished under this contract, or any condition of this contract concerning the conclusiveness thereof, the Contractor warrants that for 730 days after acceptance --

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(c) Remedies available to the Government. (1) The Contracting Officer shall give written notice to the Contractor of any breach of warranties in paragraph (b)(1) of this clause within 120 days after discovery of the defect(s).

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(d) Whenever a request for waiver, deviation, or other change to a requirement in the contract is approved, Contractor responsibilities arising out provisions of this clause are relieved only to the extent of the terms and conditions specified in the approval.

(e) For purpose of identifying warranted material to facilities receiving it, the following instructions will apply:

(1) For a quantity of warranted material which has been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period of the quantity stated hereon of (enter the item serial/lot number(s) as applicable) begins on (enter the date of acceptance of quantity) and ends on (enter the date of the end of the warranty period for quantity)".

(2) For a quantity of warranted material which has not been accepted at origin by the Government, the pertinent DD Form 250 (and the pertinent Ammunition Data Card if the card is contractually required) shall bear the following annotation: "The warranty period for the quantity stated hereon of (enter item serial/lot number(s) begins on the date of the acceptance of the lot and ends (enter the length of warranty period) days later."

(End of Clause)

(IF6070)

I-74	252.243-7000	ENGINEERING CHANGE PROPOSAL	SEP/1999
	DFARS		

\*\*\*

(c) When the price\*\* of the engineering change is \$500,000 or more, the Contractor shall submit--

(1) A contractor pricing proposal using the format in Table 15-2, Section 15.408, of the Federal Acquisition Regulation; and

(2) At the time of agreement on price\*, or on another date agreed upon between the parties, a signed Certificate of Current Cost or Pricing Data.

(End of clause)

(IA6510)

I-75	52.209-3	FIRST ARTICLE APPROVAL - CONTRACTOR TESTING	SEP/1989
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(a) The Contractor shall test \* unit(s) of Lot/Item \* as specified in this contract. At least fifteen (15) calendar days before the beginning of first article tests, the Contractor shall notify the Contracting Officer, in writing, of the time and location of the testing so that the Government may witness the tests.

(b) The Contractor shall submit the first article test report within \*\* calendar days from the date of this contract to \* marked "FIRST ARTICLE TEST REPORT: Contract No.\_\_\_\_,Lot/Item No.\_\_\_\_." Within thirty (30) calendar days after the Government receives the test report, the Contracting Officer shall notify the Contractor, in writing, of the conditional approval, approval, or disapproval of the first article; except that the number of days from receipt of the test report until the Contractor is notified shall be sixty (60) calendar days when the option to perform confirmatory testing is exercised by the Government. The notice of conditional approval or approval shall not relieve the Contractor from complying with all requirements of the specifications and all other terms and conditions of this contract. A notice of conditional approval shall state any further action required of the Contractor. A notice of disapproval shall cite reasons for the disapproval.

\*\*\*

\* (See instructions regarding submission of First Article clause)

\*\* (See Schedule B)

(End of Clause)

(IF7018)

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**Name of Offeror or Contractor:**

I-76                      52.252-6                      AUTHORIZED DEVIATIONS IN CLAUSES                      APR/1984  
(a) The use in this solicitation or contract of any Federal Acquisition Regulation (48 CFR Chapter 1) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation or contract of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) clause with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of clause)  
(IF7016)

I-77                      252.211-7005                      SUBSTITUTIONS FOR MILITARY OR FEDERAL SPECIFICATIONS AND STANDARDS                      MAR/1999  
DFARS

(a) Definition. "SPI process," as used in this clause, means a management or manufacturing process that has been accepted previously by the Department of Defense under the Single Process Initiative (SPI) for use in lieu of a specific military or Federal specification or standard at specific facilities. Under SPI, these processes are reviewed and accepted by a Management Council, which includes representatives from the Defense Contract Management Command, the Defense Contract Audit Agency, and the military departments.

(b) Offerors are encouraged to propose SPI processes in lieu of military or Federal specifications and standards cited in the solicitation. A listing of SPI processes accepted at specific facilities is available via the Internet in PDF format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.pdf> and in Excel format at <http://www.dcmc.hq.dla.mil/spi/dbreport/modified.xls>.

(c) An offeror proposing to use an SPI Process in lieu of military or Federal specifications or standards cited in the solicitation shall--

- (1) Identify the specific military or Federal specification or standard for which the SPI process has been accepted,
  - (2) Identify each facility at which the offeror proposes to use the specific SPI process in lieu of military or Federal specifications or standards cited in the solicitation;
  - (3) Identify the contract line items, subline items, components, or elements affected by the SPI process; and
  - (4) If the proposed SPI process has been accepted at the facility at which it is proposed for use \, but is not yet listed at the Internet site specified in paragraph (b) of this clause, submit documentation of Department of Defense acceptance of the SPI process.
- (d) Absent a determination that an SPI process is not acceptable for this procurement, the Contractor shall use the following SPI processes in lieu of military or Federal specifications and standards:

(Offeror insert information for each SPI process)

SPI Process: \_\_\_\_\_

Facility: \_\_\_\_\_

Military or Federal  
Specification or Standard: \_\_\_\_\_

Affected Contract Line Item Number, Subline Item Number, Component, or Element: \_\_\_\_\_

(e) If a prospective offeror wishes to obtain, prior to the time specified for receipt of offers, verification that an SPI process is an acceptable replacement for military or Federal specifications or standards required by the solicitation, the prospective offeror--

(1) May submit the information required by paragraph (d) of this clause to the Contracting Officer prior to submission of an offer; but

(2) Must submit the information to the contracting Officer at least 10 working days prior to the date specified for receipt of offers.

(End of clause)

(IA7015)

I-78	252.243-7002	REQUESTS FOR EQUITABLE ADJUSTMENT	MAR/1998
***	DFARS		

(b) In accordance with 10 U.S.C. 2410(a), any request for equitable adjustment to contract terms that exceeds the simplified acquisition threshold shall bear, at the time of submission, the following certificate executed by an individual authorized to certify the request on behalf of the Contractor:

I certify that the request is made in good faith, and that the supporting data are accurate and complete to the best of my knowledge and belief.

\_\_\_\_\_  
(Official's Name)

\_\_\_\_\_  
(Title)

\*\*\*  
(End of clause)

(IA7035)

I-79	52.201-4500	AUTHORITY OF GOVERNMENT REPRESENTATIVE	FEB/1993
***	OSC		

(End of clause)

(IS7025)

**Name of Offeror or Contractor:**

SECTION J - LIST OF ATTACHMENTS

<u>List of Addenda</u>	<u>Title</u>	<u>Date</u>	<u>Number of Pages</u>	<u>Transmitted By</u>
Exhibit A	CONTRACT DATA REQUIREMENTS LIST (CDRL)	13-AUG-02	004	
Attachment 001	GUIDANCE ON DOCUMENTATION OF FORM 1423 (CDRL)		002	
Attachment 002	INSTRUCTIONS FOR COMPLETING FORM 1423 (CDRL)		002	
Attachment 003	LIST OF ADDRESSES		001	
Attachment 004	DOCUMENT SUMMARY LIST		002	
Attachment 005	ADDRESS CODE DISTRIBUTION FOR ECP/RFD/VECP		001	
Attachment 006	DISCLOSURE OF LOBBYING ACTIVITIES (STANDARD FORM LLL)		003	
Attachment 007	LISTING OF GOVERNMENT-OWNED PROPERTY TO BE USED FOR PERFORMANCE - IOC FORM 715-4		001	
Attachment 008	DEFENSE PRIORITIES AND ALLOCATION SYSTEM - IOC FORM 715-3		002	
Attachment 009	DATA DELIVERY DESCRIPTION - REQUEST FOR DEVIATION (RFD)		004	
Attachment 010	DATA DELIVERY DESCRIPTION - ENGINEERING CHANGE PROPOSAL (ECP)		009	
Attachment 011	NOT USED			

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Name of Offeror or Contractor:

SECTION K - REPRESENTATIONS, CERTIFICATIONS, AND OTHER STATEMENTS OF OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.

(KA7001)

	Regulatory Cite	Title	Date
K-1	52.203-11	CERTIFICATION AND DISCLOSURE REGARDING PAYMENTS TO INFLUENCE CERTAIN FEDERAL TRANSACTIONS	APR/1991
K-2	252.209-7001 DFARS	DISCLOSURE OF OWNERSHIP OR CONTROL BY THE GOVERNMENT OF A TERRORIST COUNTRY	MAR/1998
K-3	252.227-7028 DFARS	TECHNICAL DATA OR COMPUTER SOFTWARE PREVIOUSLY DELIVERED TO THE GOVERNMENT	JUN/1995
K-4	52.219-1	SMALL BUSINESS PROGRAM REPRESENTATIONS	APR/2002
(a)(1)	The North American Industry Classification System (NAICs) code for this acquisition is 332993 (insert SIC code).		
(2)	The small business size standard is 500 (insert size standard).		

\*\*\*

(b) Representations.

(1) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a small business concern.

(2) (Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents, for general statistical purposes, that it \_\_\_is, \_\_\_is not a small disadvantaged business concern as defined in 13 CFR 124.1002.

(3) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it \_\_\_is, \_\_\_is not a women-owned small business concern.

(4) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a veteran-owned small business concern.

(5) (Complete only if offeror represented itself as a small business concern in paragraph (b)(1) of this provision.) The offeror represents as part of its offer that it is, \_\_\_\_\_ is not \_\_\_\_\_ a service-disabled veteran-owned small business concern.

(6) [Complete only if the offeror represented itself as a small business concern in paragraph (b)(1) of this provision.] The offeror represents, as part of its offer, that

(i) It ( ) is, ( ) is not a HUBZone small business concern listed, on the date of this representation, on the List of Qualified HUBZone Small Business Concerns maintained by the Small Business Administration, and no material change in ownership and control, principal office, or HUBZone employee percentage has occurred since it was certified by the Small Business Administration in accordance with 13 CFR part 126; and

(ii) It ( ) is, ( ) is not a joint venture that complies with the requirements of 13 CFR part 126, and the representation in paragraph (b)(6)(i) of this provision is accurate for the HUBZone small business concern or concerns that are participating in the joint venture. [The offeror shall enter the name or names of the HUBZone small business concern or concerns that are participating in the joint venture: \_\_\_\_\_.] Each HUBZone small business concern participating in the joint venture shall submit a separate signed copy of the HUBZone representation.

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(End of provision)

(KF6003)

K-5	52.203-2	CERTIFICATE OF INDEPENDENT PRICE DETERMINATION	APR/1985
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**Name of Offeror or Contractor:**

(b)(2)(i) Has been authorized, in writing, to act as agent for the following principals in certifying those principals have not participated, and will not participate in any action contrary to subparagraphs (a)(1) through (a)(3) above\_\_\_\_\_

\_(insert full name of person(s) in the offeror's organization responsible for determining the prices offered in this bid or proposal, and the title of his or her position in the offeror's organization);

\*\*\*

(End of Provision)

(KF7005)

K-6                      52.204-3                      TAXPAYER IDENTIFICATION                      OCT/1998

\*\*\*\*

(d) Taxpayer Identification Number (TIN).

( ) TIN:

( ) TIN has been applied for.

( ) TIN is not required because

( ) Offeror is a nonresident alien, foreign corporation or foreign partnership that does not have income effectively connected with the conduct of a trade or business in the U.S. and does not have an office or place of business or a fiscal paying agent in the U.S.;

( ) Offeror is an agency or instrumentality of a foreign government;

( ) Offeror is an agency or instrumentality of a Federal government; \_

(e) Type of organization.

( ) Sole proprietorship

( ) Partnership

( ) Corporate entity (not tax-exempt);

( ) Corporate entity (tax-exempt);

( ) Government entity (Federal, State, or local);

( ) Foreign government

( ) International organization per 26 CFR 1.6049-4;

( ) Other

(f) Common Parent.

( ) Offeror is not owned or controlled by a common parent as defined in paragraph (a) of this provision.

( ) Name and TIN of common parent:

Name:

TIN:

(End of Provision)

(KF7043)

K-7                      52.207-4                      ECONOMIC PURCHASE QUANTITY - SUPPLIES                      AUG/1987

As prescribed in 7.203, insert the following provision:

(a) Offerors are invited to state an opinion on whether the quantity(ies) of supplies on which bids, proposals or quotes are requested in this solicitation is (are) economically advantageous to the Government.

\_\_\_\_\_

\_\_\_\_\_

(b) Each offeror who believes that acquisitions in different quantities would be more advantageous is invited to recommend an economic purchase quantity.

\*\*\*

OFFEROR RECOMMENDATIONS

Name of Offeror or Contractor:

ITEM	QUANTITY	PRICE QUOTATION	TOTAL

\*\*\*  
(End of provision)  
  
(KF7003)

K-8	52.209-5	CERTIFICATION REGARDING DEBARMENT, SUSPENSION, PROPOSED DEBARMENT, AND OTHER RESPONSIBILITY MATTERS	DEC/2001
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(a)(1) The Offeror certifies, to the best of its knowledge and belief, that-

(i) The Offeror and/or any of its Principals-

(A) Are ( )  
are not ( )

presently debarred, suspended, proposed for debarment, or declared ineligible for the award of contracts by any Federal agency;

(B) Have ( )  
have not ( ),

within a three-year period preceding this offer, been convicted of or had a civil judgment rendered against them for: commission of fraud or a criminal offense in connection with obtaining, attempting to obtain, or performing a public (Federal, state, or local) contract or subcontract; violation of Federal or state antitrust statutes relating to the submission of offcommissionomission of embezzlement, theft, forget, bribery, falsification or destruction or records, making false statements, tax evasion, or receiving stolen property; and

(C)Are ( )  
are not ( )

presently indicated for, or otherwise criminally or civilly charged by a governmental entity with, commission of any of the offenses enumerated in paragraph (a)(1)(i)(B) of this provision.

(a)(1)(ii) The Offeror has ( )  
has not ( ),

within a three-year period preceding this offer, had one or more contracts terminated for default by any Federal agency.

\*\*\*  
(End of Provision)  
  
(KF7033)

K-9	52.215-6	PLACE OF PERFORMANCE	OCT/1997
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(a) The offeror or respondent, in the performance of any contract resulting from this solicitation, intends, does not intend to use one or more plants or facilities located at a different address from the address of the offeror or respondent as indicated in this proposal or response to request for information.

(b) If the offeror or respondent check "intends" in paragraph (a) of this provision, it shall insert in the following spaces the required information:

PLACE OF PERFORMANCE (STREET ADDRESS, CITY STATE, COUNTY, ZIP-CODE)	NAME AND ADDRESS OF OWNER AND OPERATOR OF THE PLANT OR FACILITY IF OTHER THAN OFFEROR OR RESPONDENT
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(End of provision)  
  
(KF7035)

K-10	52.222-22	PREVIOUS CONTRACTS AND COMPLIANCE REPORTS	FEB/1999
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The offeror represents that -

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<b>Name of Offeror or Contractor:</b>		

- (a) It ( ) has, ( ) has not participated in a previous contract or subcontract subject either to the Equal Opportunity clause of this solicitation;
- (b) It ( ) has, ( ) has not, filed all required compliance reports; and
- (c) Representations indicating submission of required compliance reports, signed by subcontractors, will be obtained before subcontract awards.

(End of provision)

(KF7019)

K-11                    52.222-25                    AFFIRMATIVE ACTION COMPLIANCE                    APR/1984  
The offeror represents that (a) it

- ( ) has developed and has on file,
- ( ) has not developed and does not have on file,

at each establishment, affirmative action programs required by the rules and regulations of the Secretary of Labor (41 CFR 60-1 and 60-2), or

(b) it

( ) has not previously had contracts subject to the written affirmative action programs requirement of the rules and regulations of the Secretary of Labor.

(End of provision)

(KF7020)

K-12                    252.247-7022                    REPRESENTATION OF EXTENT OF TRANSPORTATION BY SEA                    AUG/1992  
DFARS

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(b) Representation.

The Offeror represents that it--

\_\_\_\_\_ Does anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\_\_\_\_\_Does not anticipate that supplies will be transported by sea in the performance of any contract or subcontract resulting from this solicitation.

\*\*\*

(End of provision)

(KA7500)

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0091 <b>MOD/AMD</b>	<b>Page 33 of 39</b>
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**Name of Offeror or Contractor:**

SECTION L - INSTRUCTIONS, CONDITIONS, AND NOTICES TO OFFERORS

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

Any company/individual wishing to purchase a copy of the Federal Acquisition Regulation (FAR), the Army FAR Supplement or the DOD FAR Supplement, may do so from the Superintendent of Documents, US Government Printing Office, Washington DC 20402.  
(LA7001)

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
L-1	52.204-6	DATA UNIVERSAL NUMBERING SYSTEM (DUNS) NUMBER	JUN/1999
L-2	52.211-2	AVAILABILITY OF SPECIFICATIONS LISTED IN THE DOD INDEX OF SPECIFICATIONS AND STANDARDS (DODISS) AND DESCRIPTIONS LISTED IN THE ACQUISITION MANAGEMENT SYSTEMS AND DATA REQUIREMENTS CONTROL LIST, DOD 5010.12-L	DEC/1999
L-3	52.215-1	INSTRUCTIONS TO OFFERORS--COMPETITIVE ACQUISITIONS	MAY/2001
L-4	52.232-13	NOTICE OF PROGRESS PAYMENTS	APR/1984
L-5	252.204-7001 DFARS	COMMERCIAL AND GOVERNMENT ENTITY (CAGE) CODE	AUG/1999
L-6	52.211-14	NOTICE OF PRIORITY RATING FOR NATIONAL DEFENSE USE	SEP/1990

Any contract awarded as a result of this solicitation will be a DO rated order certified for national defense use under the Defense Priorities and Allocations System (DPAS)(15 CFR 700), and the Contractor will be required to follow all of the requirements of this regulation.

(End of Provision)

(LF6019)

L-7	52.216-1	TYPE OF CONTRACT	APR/1984
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The Government contemplates award of a FIRM FIXED PRICE contract resulting from this solicitation.

(End of Provision)  
(LF6008)

L-8	52.233-2	SERVICE OF PROTEST	AUG/1996
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(a) Protests, as defined in section 33.101 of the Federal Acquisition Regulation, that are filed directly with an agency, and copies of any protests that are filed with the General Accounting Office (GAO) , shall be served on the Contracting Officer (addressed as follows) by obtaining written and dated acknowledgment of receipt from MS. MARY S. ADAMS, HQ, JMC, AMSJM-CCA-M, ROCK ISLAND, IL 61299.

(b) The copy of any protest shall be received in the office designated above within one day of filing a protest with the GAO.

(End of Provision)

(LF6021)

L-9	15.305(A)(2)(II )	PAST PERFORMANCE INFORMATION	OCT/1997
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Offerors shall submit the following information for MK12-1 Pallet, NSN: 3990-00-566-2472 as part of their proposal:

(a) A description of your government/commercial contracts received or performed during the past three years prior to initial

<p><b>CONTINUATION SHEET</b></p>	<p><b>Reference No. of Document Being Continued</b></p> <p>PIIN/SIIN DAAA09-03-R-0091 MOD/AMD</p>	<p><b>Page 34 of 39</b></p>
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**Name of Offeror or Contractor:**

closing date of this solicitation. Government Contracts are defined as those with the Federal government and agencies of state and local governments.

- (1) Name of contracting activity/commercial firm
- (2) Contract number
- (3) Contract type (fixed price or cost reimbursable)
- (4) Total contract value
- (5) Description of work/NSN, Part Number, Nomenclature
- (6) Contracting officer/contract manager and telephone
- (7) Administrative contracting officer, if different from (6), and telephone
- (8) A brief summary of each contract cited, addressing the following factors:

Recent, Relevant Past Performance for On-Time Delivery and Quality (Quality Deficiency Reports and/or Quality Program Problems

(b) The offeror may provide information on problems encountered on the contracts identified in (a).

(c) For the purpose of this acquisition, offeror is defined as prime contractor and/or key subcontractors identified by the prime contractor. Recent is defined as occurring within the three years prior to the initial solicitation closing date. Relevant is defined as the same or similar items within Federal Supply Class 3990 requiring the same or similar manufacturing processes, skills and abilities. The Government reserves the right to determine whether an item is like or similar, however, offerors may provide a brief narrative explanation of how/why they believe the current experience is relevant.

(1) To evaluate On-Time Delivery: The offeror shall submit information on their recent, relevant contracts for evaluation. The offeror will be rated on their record of on-time deliveries. The original delivery date will be compared to actual deliveries to determine whether deliveries were made on time. If necessary, the offeror will be given an opportunity to present their reasons as to why they did not meet the original delivery schedule. Past delivery performance demonstrating an on-time delivery record will be evaluated. Sources other than the offeror's proposal may be used to gather and evaluate data relating to predetermined factors. Sources such as, but not limited to contracting, pre-award offices, other Major Subordinate Commands and Defense Contract Management Agency will be used to gather information. The offeror shall include all supporting information for verification purposes concerning all of the covered deliveries, even though this supporting information may fall outside the period of recent past performance.

(2) To evaluate Quality: The offeror shall submit information on their recent, relevant record in the area of quality assurance for evaluation. Evidence of quality awards and/or quality certifications presented to the offeror may be submitted for consideration. The Government will evaluate all quality issues that are discovered during the period of recent past performance regardless of when the actual delivery was made. In the event that indications of problems are found, an offeror's procedure to improve his process and/or product quality will be evaluated. The offeror will be required to submit data explaining preventive actions that have been taken to improve his process and/or product quality. The offeror will be required to disclose information about Request for Waivers, Quality Deficiency Reports, Corrective Action Requests, First Article failures and/or product quality or Quality Program related problems. Submissions must be clear and concise when describing the deficiency, stating the corrective action taken and the time of implementation. Sources other than the offeror's proposal may be used to gather and evaluate data relating to predetermined factors. Sources such as, but not limited to contracting, pre-award offices, other Major Subordinate Commands and Defense Contract Management Agency will be used to gather information.

(End of provision)

(LP6048)

<p>L-10</p>	<p>252.211-7001 DFARS</p>	<p>AVAILABILITY OF SPECIFICATIONS AND STANDARDS NOT LISTED IN DODISS, DATA ITEM DESCRIPTIONS NOT LISTED IN DOD 5010.12-L, AND PLANS, DRAWINGS, AND OTHER PERTINENT DOCUMENTS</p>	<p>DEC/1991</p>
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Offerors may obtain the specifications, standards, plans, drawings, data item descriptions, and other pertinent documents cited in

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0091 <b>MOD/AMD</b>	<b>Page 35 of 39</b>
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**Name of Offeror or Contractor:**

this solicitation by submitting a request to:

STANDARDIZATION DOCUMENTS ORDER DESK  
BUILDING 4D  
700 ROBBINS AVENUE  
PHILADELPHIA, PA 19111-5094

Include the number of the solicitation and the title and number of the specification, standard, plan, drawing, or other pertinent document.

(End of provision)

(LA6700)

L-11	52.211-4510	PARTNERING	AUG/2001
	AMC		

\*\*\*The principal government representatives for this effort will be MS. MARY S. ADAMS, CONTRACTING OFFICER, MRS. RITA COMBS, CONTRACT SPECIALIST, AND MR. RANDOLPH STEC, QUALITY ASSURANCE SPECIALIST.

(End of Provision)

(LM6100)

L-12	52.211-4501	SINGLE PROCESSING INITIATIVES SAVINGS PROVISION	AUG/1999
	OSC		

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(LS6040)

L-13	52.252-5	AUTHORIZED DEVIATIONS IN PROVISIONS	APR/1984
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(a) The use in this solicitation of any Federal Acquisition Regulation (48 CFR Chapter 1) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the date of the clause.

(b) The use in this solicitation of any DOD FAR SUPPLEMENT (48 CFR Chapter 2) provision with an authorized deviation is indicated by the addition of ''(DEVIATION)'' after the name of the regulation.

(End of provision)

(LF7015)

L-14	47.304-1(B)	F.O.B. POINT (RFPS)	SEP/1995
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Offers are requested to be submitted on an F.O.B. basis as set forth in Section B and/or F.

(End of Provision)

(LF7007)

L-15	15.403-5(A)	COST DATA BREAKDOWN	OCT/1997
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(End of Provision)

(LF7012)

L-16	52.212-4501	ELECTRONIC AWARD NOTICE	APR/2001
	OSC		

1. Any contract awarded as a result of this solicitation will be posted to the Electronic Document Access (EDA) system website,

<b>CONTINUATION SHEET</b>	<b>Reference No. of Document Being Continued</b>  <b>PIIN/SIIN</b> DAAA09-03-R-0091 <b>MOD/AMD</b>	<b>Page 36 of 39</b>
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**Name of Offeror or Contractor:**

<http://eda.ogden.disa.mil/>, and paper copies will not be distributed. This is a material condition of the solicitation and by submission of a bid or proposal, the vendor agrees to accept an electronic award transmitted in the manner described above. In order to obtain an electronic copy of the award, you must be registered in the EDA system. Guidance/instructions for registration can be obtained at the above website.

2. Notice of award to the contractor receiving the award will be issued only via electronic mail. Vendors who wish to be notified if they receive an award as a result of this solicitation must provide their electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice of award will not be provided and it shall be the sole responsibility of the vendor to periodically check the Federal Business Opportunities (FedBizOpps) - FBO Synopsis/Award Search website <http://www.fedbizopps.gov/> or the Army Single Face to industry (ASFI)/Procurement Notifications website <http://acquisition.army.mil> to determine if he/she has received an award. In this event, the vendor's failure to check FEDBIZOPPS or the ASFI in a timely manner shall not be an excuse for failure to perform or grounds for a delivery schedule extension.

3. Notice of award to unsuccessful offerors shall be issued only via electronic mail from the Contracting Office or via the FedBizOpps/Vendor Notification feature. Vendors who wish to receive an electronic mail notice if they are unsuccessful must provide an electronic mail address in the space provided below. If the vendor fails to provide an electronic mail address, then a separate notice will not be provided, and it shall be the sole responsibility of the vendor to periodically check the ASFI/Procurement Notifications or the FedBizOpps/Award Notification to determine if an award has been made. In this event, the vendor's failure to check these sites to determine if an award has been made shall not constitute grounds for an extension of any protest period allowed by regulation.

VENDOR'S ELECTRONIC MAIL (EMAIL) ADDRESS: \_\_\_\_\_

(End of provision)

(LS7100)

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0091      MOD/AMD</p>	<p style="text-align: center;"><b>Page 37 of 39</b></p>
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Name of Offeror or Contractor:

SECTION M - EVALUATION FACTORS FOR AWARD

For Local Clauses See: <http://www.osc.army.mil/ac/aais/ioc/clauses/index.htm>

The following Federal Acquisition Regulation (FAR), DoD FAR Supplement clauses and provisions, the full text of which will be made available upon request, are incorporated herein by reference with the same force and effect as if set forth in full text.

The text of the clauses incorporated by reference herein are available from the contract specialist indicated in block 7 of the Standard Form 33 or (as applicable) the contracting officer and will be furnished upon request. Other documents are available as indicated in the schedule.

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MA7001

	<u>Regulatory Cite</u>	<u>Title</u>	<u>Date</u>
M-1	52.217-5	EVALUATION OF OPTIONS	JUL/1990
M-2	15.204-5(C)	SECTION M, EVALUATION FACTORS FOR AWARD	OCT/1997

The following are the evaluation factors for award:

1. PRICE: THE OFFEROR SHALL SUBMIT A FIRM FIXED PRICE IN SCHEDULE B OF THE SOLICITATION. ALSO, THE OFFEROR MAY SUBMIT A SEPARATE PRICE FOR THE EVALUATED OPTION CLAUSE IN SECTION I OF THE SOLICITATION.

2. PAST PERFORMANCE:

A. ON-TIME DELIVERY - THE OFFEROR SHALL PROVIDE INFORMATION REGARDING RECENT, RELEVANT PAST PERFORMANCE IN THE AREAS OF TIMELINESS OF DELIVERIES. THE OFFEROR SHOULD PROVIDE THE ORIGINAL CONTRACT SCHEDULE AS WELL AS ACTUAL DELIVERIES. IF THERE WAS A SLIPPAGE, THE OFFEROR SHALL PROVIDE ALL PERTINENT INFORMATION REGARDING THE SLIPPAGE. IF THE OFFEROR ACCELERATED DELIVERIES OR INCREASED PRODUCTION RATES TO MEET THE GOVERNMENTS NEEDS, THE OFFEROR SHOULD DESCRIBE HOW THEIR DELIVERY/PERFORMANCE EXCEEDED CONTRACT DELIVERY REQUIREMENTS.

B. QUALITY (QUALITY DEFICIENCY REPORTS AND/OR QUALITY PROGRAM PROBLEMS) - THE OFFEROR SHALL PROVIDE INFORMATION REGARDING THEIR RECENT, RELEVANT RECORD IN THE AREA OF QUALITY ASSURANCE. EVIDENCE OF QUALITY AWARDS AND/OR QUALITY CERTIFICATIONS PRESENTED TO THE OFFEROR CAN BE SUBMITTED FOR CONSIDERATION. IN THE EVENT THAT INDICATIONS OF PROBLEMS ARE FOUND, AN OFFEROR'S PROCEDURE TO IMPROVE HIS PROCESS AND/OR PRODUCT QUALITY WILL BE EVALUATED. THE OFFEROR WILL BE REQUIRED TO SUBMIT DATA EXPLAINING PREVENTIVE ACTIONS THAT HAVE BEEN TAKEN TO IMPROVE HIS PROCESS AND/OR PRODUCT QUALITY. THE OFFEROR IS REQUIRED TO DISCLOSE INFORMATION ABOUT REQUEST FOR WAIVERS, QUALITY DEFICIENCY REPORTS, CORRECTIVE ACTION REQUESTS, FIRST ARTICLE TEST FAILURES AND/OR PRODUCT QUALITY OR QUALITY PROGRAM RELATED PROBLEMS. SUBMISSIONS MUST BE CLEAR AND CONCISE WHEN DESCRIBING THE DEFICIENCY, STATING THE CORRECTIVE ACTION TAKEN AND THE TIME OF IMPLEMENTATION.

C. OFFERORS WILL BE RATED ONLY FOR THEIR PAST PERFORMANCE ON LIKE OR SIMILAR ITEMS REQUIRING SAME OR SIMILAR MANUFACTURING PROCESSES, SKILLS AND ABILITIES. SPECIFICALLY, PAST PERFORMANCE IN WELDING SMALL DIAMETER RODS IN BOTH BUTT JOINT AND CROSSWIRE CONFIGURATIONS FOR HIGH STRENGTH APPLICATIONS AND WELDING THE RESULTING MESH OR LATTICEWORK TO MEDIUM GAGE SHEET METAL SUPPORTS WILL BE EVALUATED. PAST PERFORMANCE IN CREATING HIGH STRENGTH WELDS IN CONFIGURATIONS WITH PART INTERFACES HAVING SMALL CONTACT AREAS SIMILAR TO THOSE JOINTS DEPICTED BY THE ENGINEERING DRAWINGS MUST BE INCLUDED IN THE OFFEROR'S PAST PERFORMANCE EXPERIENCES. ALSO REQUIRED IN THE OFFEROR'S PAST PERFORMANCE IS DEMONSTRATION OF THE ABILITY TO REPETITIVELY GENERATE THE ABOVE INTERMITTENT SHORT BEAD WELDED JOINTS WITHOUT CRACKS, POROSITY OR WELD ROOT TERMINATION DEFECTS AS DEFINED BY THE INDUSTRIAL STANDARDS REFERENCED IN THE TECHNICAL DATA PACKAGE. PERFORMANCE RISKS LISTED BELOW WILL BE USED TO DETERMINE THE LIKELIHOOD OF AN OFFEROR'S SUCCESS IN PERFORMING THE SOLICITATION'S REQUIREMENTS.

FOR VERIFICATION PURPOSES, OFFERORS SHALL FURNISH A POINT OF CONTACT/NAME, PHONE NUMBER, CONTRACT NUMBER AND DOLLAR VALUE OF RECENT, RELEVANT CONTRACTS. INFORMATION SUBMITTED BY EACH OFFEROR WILL BE EVALUATED AGAINST THE SOLICITATION CRITERIA. EACH EVALUATOR WILL MAKE A QUALITATIVE ASSESSMENT BY ASSIGNING AN ADJECTIVAL RATING OF UNSATISFACTORY, FAIR, GOOD, EXCELLENT OR UNKNOWN FOR THE PAST PERFORMANCE SUB-FACTORS IN THE AREA OF THEIR EXPERTISE (TIMELINESS OF DELIVERIES OR QUALITY). ANY AREAS OF THE OFFER REQUIRING CLARIFICATION WILL BE REFERRED TO THE PROCURING CONTRACTING OFFICER FOR RESOLUTION. THE PROCURING CONTRACTING OFFICER RESERVES THE RIGHT TO CONTACT OFFERORS FOR CLARIFICATION WITHOUT OPENING DISCUSSIONS.

PAST PERFORMANCE (TIMELINESS OF DELIVERIES) RATINGS ARE AS FOLLOWS:

UNSATISFACTORY/VERY HIGH PERFORMANCE RISK: THERE IS SUBSTANTIAL DOUBT WHETHER THE OFFEROR WOULD COMPLY WITH THE REQUIREMENTS AND

<p style="text-align: center;"><b>CONTINUATION SHEET</b></p>	<p style="text-align: center;"><b>Reference No. of Document Being Continued</b></p> <p style="text-align: center;">PIIN/SIIN DAAA09-03-R-0091      MOD/AMD</p>	<p style="text-align: center;"><b>Page 38 of 39</b></p>
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**Name of Offeror or Contractor:**

PERFORM IN ACCORDANCE WITH THE DELIVERY SCHEDULE. DELIVERIES WERE RARELY ON TIME.

FAIR/HIGH PERFORMANCE RISK: THERE IS SOME DOUBT THAT THE OFFEROR WILL SUCCESSFULLY PERFORM IN ACCORDANCE WITH THE REQUIREMENTS AND PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE DELIVERY SCHEDULE. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE, HOWEVER DELIVERIES WERE SELDOM ON TIME.

GOOD/MODERATE PERFORMANCE RISK: LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE DELIVERY SCHEDULE. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE AND THEIR DELIVERIES WERE USUSALLY ON TIME.

EXCELLENT/LOW PERFORMANCE RISK: VERY LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT AND MEET OR EXCEED THE REQUIRED DELIVERY SCHEDULE. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE AND THEIR DELIVERIES WERE CONSISTENTLY ON TIME.

UNKNOWN PERFORMANCE RISK: THERE IS NO MEANINGFUL PAST PERFORMANCE RECORD IDENTIFIABLE. THIS RATING HAS NEITHER POSITIVE NOR NEGATIVE EVALUATIVE SIGNIFICANCE AND NEITHER REWARDS NOR PENALIZES FIRMS WITHOUT RELEVANT PERFORMANCE HISTORY; HOWEVER, IT WILL BE TAKEN INTO CONSIDERATION DURING THE BEST VALUE TRADE-OFF PROCESS.

PAST PERFORMANCE (QUALITY: QUALITY DEFICIENCY REPORTS (QDRS) AND/OR QUALITY PROGRAM PROBLEMS) RATINGS ARE AS FOLLOWS:

UNSATISFACTORY/VERY HIGH PERFORMANCE RISK: THERE IS SUBSTANTIAL DOUBT WHETHER THE OFFEROR WOULD COMPLY WITH THE QUALITY REQUIREMENTS AND PERFORM IN ACCORDANCE WITH THE CONTRACTUAL REQUIREMENTS. THE OFFEROR HAS RECENT RELEVANT PAST PERFORMANCE WITH A HISTORY OF EXPERIENCING MANY QUALITY RELATED PROBLEMS SUCH AS QDRS, CARS, RFWS, FIRST ARTICLE TEST FAILURES, AND/OR LOT ACCEPTANCE TEST FAILURES WHICH WERE THE FAULT OF THE OFFEROR.

FAIR/HIGH PERFORMANCE RISK: THERE IS SOME DOUBT THAT THE OFFEROR WILL SUCCESSFULLY PERFORM IN ACCORDANCE WITH THE QUALITY PROVISIONS AND PERFORM IN ACORDANCE WITH THE CONTRACTUAL REQUIREMENTS. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE, HOWEVER A HISTORY OF EXPERIENCING SOME QUALITY RELATED PROBLEMS SUCH AS QDRS, CARS, RFWS, FIRST ARTICLE TEST FAILURES AND/OR LOT ACCEPTANCE TEST FAILURES, WHICH WERE THE FAULT OF THE OFFEROR HAVE BEEN IDENTIFIED.

GOOD/MODERATE PERFORMANCE RISK: LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM IN ACCORDANCE WITH THE QUALITY PROVISIONS AND PERFORM IN ACCORDANCE WITH THE CONTRACTUAL REQUIREMENTS. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE AND THEY HAVE A HISTORY OF EXPERIENCING FEW QUALITY RELATED PROBLEMS SUCH AS QDRS, CARS, RFWS, FIRST ARTICLE TEST FAILURES AND/OR LOT ACCEPTANCE TEST FAILURES WHICH WERE THE FAULT OF THE OFFEROR HAVE BEEN IDENTITIED

EXCELLENT/LOW PERFORMANCE RISK: VERY LITTLE DOUBT EXISTS THAT THE OFFEROR WILL SUCCESSFULLY PERFORM THE REQUIRED EFFORT IN ACCORDANCE WITH THE QUALITY PROVISIONS AND PERFORM IN ACCORDANCE WITH THE CONTRACTUAL REQUIREMENTS. THE OFFEROR HAS RECENT, RELEVANT PAST PERFORMANCE AND ANY HISTORY OF QUALITY RELATED PROBLEMS SUCH AS QDRS, CARS, RFWS, FIRST ARTICLE TEST FAILURES AND/OR LOT ACCEPTANCE TEST FAILURES WERE NOT THE FAULT OF THE OFFEROR AND/OR WILL NOT AFFECT PERFORMANCE RISK.

UNKNOWN PERFORMANCE RISK: THERE IS NO MEANINGFUL PAST PERFORMANCE RECORD IDENTIFIABLE. THIS RATING HAS NEITHER POSITIVE NOR NEGATIVE EVALUATIVE SIGNIFICANCE AND NEITHER REWARDS NOR PENALIZES FIRMS WITHOUT RELEVANT PERFORMANCE HISTORY; HOWEVER, IT WILL BE TAKEN INTO CONSIDERATION DURING THE BEST VALUE TRADE-OFF PROCESS.

(End of Provision)

(MF6012)

M-3      15.304(C)      EVALUATION FACTORS AND SIGNIFICANT SUBFACTORS FOR AWARD      OCT/1997

(A) The Government expects to award a contract to the offeror whose proposal is determined to represent the "best value" to the Government. Best value is determined by an integrated assessment of the evaluation factors. Award will be based upon the following evaluation factors:

- (1) PRICE
- (2) PAST PERFORMANCE
  - (A) ON-TIME DELIVERY
  - (B) QUALITY (QUALITY DEFICIENCY REPORTS AND/OR QUALITY PROGRAM PROBLEMS)

(B) PRICE IS SLIGHTLY MORE IMPORTANT THAN PAST PERFORMANCE. WITHIN PAST PERFORMANCE, ON-TIME DELIVERY AND QUALITY ARE OF EQUAL IMPORTANCE.

(C) OFFERORS SHALL PROVIDE BEST VALUE INFORMATION BY ADDRESSING EACH FACTOR/SUB-FACTOR IN THE FORMAT AND SEQUENCE IDENTIFIED HEREIN. OFFERORS ARE RESPONSIBLE FOR INCLUDING SUFFICIENT DETAILS TO PERMIT A COMPLETE AND ACCURATE EVALUATION OF THEIR PROPOSAL. THE GOVERNMENT WILL NOT MAKE ASSUMPTIONS CONCERNING AN OFFEROR'S INTENT, CAPABILITIES, FACILITIES OR EXPERIENCE. PROVIDING CLEAR, ACCURATE INFORMATION IS THE SOLE RESPONSIBILITY OF THE OFFEROR, HOWEVER THE GOVERNMENT MAY UTILIZE INFORMATION OBTAINED FROM OTHER SOURCES IN

Name of Offeror or Contractor:

ADDITION TO THE OFFEROR'S DATA. OFFERORS ARE CAUTIONED TO ENSURE THAT THE BEST VALUE DATA SUBMITTED IS COMPLETE.

(D) THE GOVERNMENT ANTICIPATES AWARDDING A CONTRACT WITHOUT CONDUCTING SITE VISITS IF PRACTICAL. THE GOVERNMENT ANTICIPATES AWARDDING A CONTRACT WITHOUT OPENING DISCUSSIONS, HOWEVER, THE GOVERNMENT RESERVES THE RIGHT TO CONDUCT DISCUSSIONS IF DEEMED NECESSARY BY THE PROCURING CONTRACTING OFFICER.

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(End of Provision)

(MF6025)

M-4	252.225-7003	INFORMATION FOR DUTY-FREE ENTRY EVALUATION	MAR/1998
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DFARS

(a) Does the offeror propose to furnish--

(1) A domestic end product with nonqualifying country components for which the for which the offeror requests duty-free entry; or

(2) A foreign end product consisting of end items, components, or materials of foreign origin other than those for which Duty-Free Entry is to be accorded pursuant to the Duty-Free Entry---Qualifying Country Supplies (End Products and Components) clause or, if appliclicable, the Duty-Free Entry--Eligible End Products Clause of this solicitation?

Yes ( ) No ( )

(b) If the answer in paragraph (a) is yes, answer the following questions:

(1) Are such foreign supplies now in the United States?

Yes ( ) No ( )

(2) Has the duty on such foreign supplies been paid?

Yes ( ) No ( )

(3) If the answer to paragraph (b)(2) is no, what amount is included in the offer to cover such duty? \$\_\_\_\_\_

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(End of provision)

(MA7700)